

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN  
AND  
MCLEODUSA TELECOMMUNICATIONS SERVICES, INC.**

Whereas, Wisconsin Bell, Inc.<sup>1</sup> d/b/a SBC Wisconsin ("SBC Wisconsin") and McLeodUSA Telecommunications Services, Inc. ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection which became effective on November 3, 2002, ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

Whereas, on July 9, 2003, in it's UNE Compliance Order in Docket 6720-TI-161 ("WI UNE Compliance Order"), the Public Service Commission of Wisconsin ("PSCW") directed SBC Wisconsin to amend its interconnection agreements to incorporate the PSCW's determinations;

It is therefore agreed in consideration of the mutual promises contained herein that the Agreement is amended as follows:

**1. Appendix UNE, Paragraph 2.9.1 is amended as follows:**

Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as SBC-13STATE may elect in its own discretion, provided that such routes, technologies, and facilities are non-discriminatory with respect to the way SBC-13STATE provides service to its own end users, affiliates or other carriers. SBC-13STATE will provide access to UNEs where technically feasible. SBC-IL shall not require CLEC to submit a BFR to gain access to UNEs available under the interim tariff filed by Ameritech Illinois in Docket No. 01-0614, which shall be superceded by the finally approved tariff ordered by the Commission in that docket. Neither Party waives any right to seek a stay or rehearing of the order approving the final tariffs, to appeal said order or to otherwise challenge the order through any lawful means. AM-WI shall not require CLEC to submit a BFR to gain access to UNEs it was ordered to make available by the Wisconsin Public Service Commission in "Final Decision Phase 1", Investigation into Ameritech Wisconsin Operational Support Systems issued in Docket No. 6720-TI-160 issued September 25, 2001. *SBC-Wisconsin will not require the BFR process for switch features that have been activated and loaded in the switch and that have been requested or provisioned previously in a UNE switch and that have been requested or provisioned previously in a UNE environment, i.e., ordering, billing and provisioning processes have been implemented. ("Loaded" in the switch means that it is included in the software installed in the switch. "Activated" in the switch means that the licensing fees are current; that no further license, right to use, or other fee needs to be paid to, and no enabling code or other mechanism or method needs to be obtained from, a third party; and that translations and USOCs for use with ULS are in place.)* Neither Party waives any right to seek a stay or rehearing of the order, to appeal the order or to otherwise challenge the order through any lawful means.

2. Delete the current UNE price schedule and replace with the attached UNE price schedule. The rates listed in the UNE price schedule shall be implemented consistent with the WI UNE Compliance Order and CLEC's underlying Agreement.

3. To the extent the underlying Agreement does not contain terms and conditions for UNE(s) listed in the UNE price schedule attached to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or

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<sup>1</sup> Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

order such UNE(s). Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s).

4. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather shall be coterminous with the underlying Agreement.

5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS FOR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

6. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002); the FCC's Triennial Review Order, adopted on February 20, 2003; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002). The Parties further acknowledge and agree that the PSCW's determinations herein shall only be considered portable under the Illinois Law, Condition 27 or any other Law Paragraph if they otherwise qualify for portability under such Illinois Law, Condition 27 or other Law, if any.

7. This Amendment shall be filed with and subject to approval by the Public Service Commission of Wisconsin.

In Witness whereof, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

McLeodUSA Telecommunications Services, Inc.

Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Telecommunications, Inc., its authorized agent

Signature: Anthony Crispino

Signature: Mike Auinbauh

Name: Anthony Crispino  
(Print or Type)

Name: Mike Auinbauh  
(Print or Type)

Title: VP Operations Finance  
(Print or Type)

Title: For/  
President - Industry Markets

Date: 10-24-03

Date: 10-30-03

FACILITIES-BASED OCN# 8283

ACNA 10R